

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Index No.:

MARTIN BOWE,

SUMMONS

Plaintiff,

The basis of venue is:
Plaintiff's address

-against-

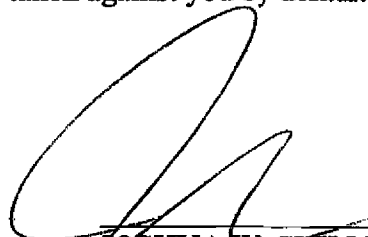
THE DIOCESE OF ROCKVILLE CENTRE, ST.
KILIAN ROMAN CATHOLIC CHURCH and EDMUND
F. NEEDHAM,

Defendants,

To the above-named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, NY
August 14, 2019



JOSHUA W. SKILLMAN ESQ.
Attorneys for Plaintiff
MARTIN BOWE
111 John Street, Suite 1050
New York, New York 10038
Tel: (212)785-0808

TO: The Diocese of Rockville Centre
50 North Park Avenue
Rockville Centre, NY 11570

St. Kilian Roman Catholic Church
485 Conklin Street
Farmingdale, NY 11735

Edmund F. Needham
24320 Superior Rd.
Floral Park, NY 11001

Edmund F. Needham
c/o United Methodist Church of Port Chester
35 Middle Neck Rd.
Port Washington, NY 11050

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The basis of venue is:
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THE DIOCESE OF ROCKVILLE CENTRE, ST.
KILIAN ROMAN CATHOLIC CHURCH and EDMUND
F. NEEDHAM,

Defendants,

Plaintiff, by his attorney, JOSHUA W. SKILLMAN, as and for the Verified Complaint hereby complains of the defendants, upon information and belief, as follows:

1. At all times hereinafter mentioned, Plaintiff was and still is a resident of the County of New York, State of New York.
2. At all times material to the Complaint, Defendant, THE DIOCESE OF ROCKVILLE CENTRE, (hereinafter referred to as the "DIOCESE") was and continues to be a non-profit religious corporation, organized exclusively for charitable, religious, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code.
3. At all times material to the Complaint, the DIOCESE was and remains authorized to conduct business under the laws of the State of New York.
4. At all times material to the Complaint, the DIOCESE's principal place of business was and is 50 North Park Avenue, Rockville Centre, New York 11570.
5. At all times material to the Complaint, the DIOCESE oversees a variety of liturgical, sacramental, and faith formation programs.

6. At all times material to the Complaint, the DIOCESE administered and oversaw various programs which seek out the participation of children in its activities.

7. At all times material to the Complaint, the DIOCESE, through its agents, servants and/or employees had control over those activities involving children.

8. At all times material to the Complaint, the DIOCESE had the power to employ individuals working with and/or alongside children within the churches under its control, including but not limited to those at St. Kilian Roman Catholic Church.

9. At all times material to the Complaint, the Defendant ST. KILIAN ROMAN CATHOLIC CHURCH (hereinafter "ST. KILIAN") was and continues to be a religious New York State non-profit entity.

10. At all times material to the Complaint, the Defendant ST. KILIAN's principal place of business is 485 Conklin Street, Farmingdale, New York 11735.

11. At all times material to the Complaint, ST. KILIAN was a parish operating under the control of Defendant DIOCESE.

12. At all times material to the Complaint, the Defendant ST. KILIAN was a parish operating for the benefit of Defendant, the DIOCESE.

13. At all times material to the Complaint, the Defendant EDMUND F. NEEDHAM, was an agent, servant and/or employee of ST. KILIAN.

14. At all times material to the Complaint, the Defendant, EDMUND F. NEEDHAM was an agent, servant and/or employee of the DIOCESE through his affiliation and association with ST. KILIAN.

FIRST CAUSE OF ACTION

15. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this cause of action.

16. At all times material to the Complaint, while an agent, servant and/or employee of ST. KILIAN, Defendant EDMUND F. NEEDHAM, remained under the control and supervision of the DIOCESE.

17. At all times material to the Complaint, while an agent, servant and/or employee of ST. KILIAN, Defendant EDMUND F. NEEDHAM remained under the control and supervision of ST. KILIAN.

18. At all times material to the Complaint, the DIOCESE and ST. KILIAN provided Defendant EDMUND F. NEEDHAM, with living quarters within the church property at ST. KILIAN.

19. That ST. KILIAN placed Defendant EDMUND F. NEEDHAM in positions where he had immediate access to children.

20. That ST. KILIAN placed Defendant EDMUND F. NEEDHAM in positions where he worked with and around children, including but not limited to, various musical instruction programs, as well as, the Boys Choir.

21. That the Plaintiff was raised in a devout Roman Catholic family, regularly celebrated mass, received the sacraments and participated in church related activities.

22. That the Plaintiff developed great dependence, trust, reverence and respect for the Roman Catholic Church.

23. That the Plaintiff attended the St. Kilian's Parish School through grade eight while also serving as an Altar Boy and Choir Boy.

24. That during all times material to this Complaint, the Plaintiff was required to attend rehearsal for the Boys Choir, sing at high Mass every Sunday and perform duties as an Altar Boy during multiple weekly Mass services, as well as, serving as Altar Boy during weddings and funerals on weekends.

25. That the Plaintiff's various religious obligations required his attendance at ST. KILIAN's, and to be in close physical proximity with the Defendant, EDMUND F. NEEDHAM, nearly every day of the week.

26. During all times relevant, the Plaintiff was involved in various musical instruction programs offered at ST. KILIAN, and participated in by Defendant EDMUND F. NEEDHAM, including, but not limited to, private piano lessons given within the apartment occupied by Defendant EDMUND F. NEEDHAM.

27. That during the period of time between approximately 1972 and 1982, while between the ages of approximately 6 and 13, the Plaintiff was molested and forced to engage in sexual acts by Defendant, EDMUND F. NEEDHAM, while at ST. KILIAN's within the DIOCESE.

28. That during the subject time, between approximately 1972 and 1982, the Plaintiff was molested and forced to engage in sexual acts by Defendant, EDMUND F. NEEDHAM, within an apartment located within ST. KILIAN, specifically within the St. Kilian Parish School, that was the residence of Defendant, EDMUND F. NEEDHAM.

29. That this abuse by Defendant EDMUND F. NEEDHAM took place within ST. KILIAN's and at various location outside of ST. KILIAN over the course of approximately one decade.

30. That the aforesaid incidents and resulting injuries were caused by the negligent and/or intentional acts of Defendant, EDMUND F. NEEDHAM, and without any fault on the part of the, then infant, Plaintiff.

31. That as a result of the foregoing, the Plaintiff sustained severe and protracted personal and mental anguish and has otherwise been damaged thereby.

32. That as a result of the foregoing, the Plaintiff was damaged and injured in a sum which exceeds the jurisdictional limits of all lower courts.

SECOND CAUSE OF ACTION

33. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this cause of action.

34. Each Defendant owed the Plaintiff a duty of reasonable care.

35. Each Defendant owed the Plaintiff a duty of care because Defendants had a special relationship with the Plaintiff.

36. Each Defendant owed a duty to protect the Plaintiff from harm because the Defendants had a special relationship with Defendant, EDMUND F. NEEDHAM.

37. By establishing and/or operating the CHURCH, accepting the Plaintiff as a participant in their services and other programs, holding out their facilities to be a safe environment for the Plaintiff, taking and inviting children and parishioners into its facilities, accepting custody

of the infant Plaintiff *in loco parentis*, holding Defendant EDMUND F. NEEDHAM out to the public, including to the Plaintiff, as a competent and trustworthy employee that was safe to work with children, the Defendants entered into an express and/or implied duty to properly supervise the plaintiff and provide a reasonably safe environment for children who participated in its services, programs and activities.

38. Each Defendant breached its duty to Plaintiff.

39. Defendants' failures include but are not limited to failing to properly supervise Defendant, EDMUND F. NEEDHAM, failing to properly supervise and protect the Plaintiff and for exposing the infant Plaintiff to Defendant, EDMUND F. NEEDHAM without any oversight.

40. At all times material, Defendant, EDMUND F. NEEDHAM, was employed by Defendants and was under each Defendant's direct supervision, employ and control when he committed the wrongful acts alleged herein.

41. Defendant, EDMUND F. NEEDHAM, engaged in the wrongful conduct while acting in the course and scope of his employment with Defendants and/or accomplished these acts of molestation and sexual abuse by virtue of his job-created authority.

42. Defendants failed to exercise ordinary care in supervising the Defendant, EDMUND F. NEEDHAM and failed to prevent foreseeable misconduct by Defendant, EDMUND F. NEEDHAM from causing harm to the Plaintiff herein.

43. Defendants, by and through their agents, servants and/or employees became aware or should have become aware that Defendant, EDMUND F. NEEDHAM, was an unfit agent with propensities, such as the ones committed herein, yet Defendants failed to take any further action to remedy the problem and failed to investigate or remove EDMUND F. NEEDHAM from working with children.

44. That as a result of the foregoing, the Plaintiff sustained severe and protracted personal and mental injuries, and has otherwise been damaged.

45. That as a result of the foregoing, the Plaintiff was damaged and injured in a sum which exceeds the jurisdictional limits of all lower courts.

A THIRD CAUSE OF ACTION

46. Plaintiff incorporates all paragraphs of this Complaint as if fully set forth under this cause of action.

47. At all times relevant to this Complaint, the Defendants had a duty to use reasonable care in the hiring and/or employment and/or training and/or supervision and/or retention of Defendant, EDMUND F. NEEDHAM.

48. That Defendants knew or should have known that Defendant, EDMUND F. NEEDHAM had a history of propensities for sexual misconduct toward minors, such as the ones committed herein, and they failed to use reasonable care to remove him as an employee or otherwise warn the plaintiff or his family of this threat.

49. That Defendants had a duty of reasonable care to conduct an investigation, both prior to hiring as well as during the tenure of his employment, which could have uncovered such propensities but they failed to do so.

50. That Defendants were negligent in their hiring and/or employment and/or training and/or supervision and/or retention of Defendant, EDMUND F. NEEDHAM.

51. That Defendants knew or should have known, through the exercise of reasonable


care, of Defendant, EDMUND F. NEEDHAM's propensities, such as the ones committed herein, and his propensity to cause foreseeable harm and act in such a way as to cause the aforementioned injury to Plaintiff.

52. That as a result of the foregoing, the Plaintiff sustained severe and protracted personal and mental injuries, and has otherwise been damaged thereby.

53. That as a result of the foregoing, the Plaintiff was damaged and injured in a sum which exceeds the jurisdictional limits of all lower courts.

WHEREFORE, the Plaintiff demands judgment in his favor against the Defendants, jointly and/or severally in a sum which exceeds the jurisdictional limit of all lower courts on all causes of action, together with costs and disbursements of this action.

Dated: New York, New York
August 14, 2019



JOSHUA W. SKILLMAN, ESQ.
Attorneys for plaintiff,
MARTIN BOWE
111 John Street, Suite 1050
New York, New York 10038
Tel: (212) 785-0808
Fax: (212) 785-0177

VERIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

Martin Bowe, being duly sworn, deposes and states:

I am the plaintiff in the within action. I have read the foregoing Summons and Verified Complaint and know the contents there; the same being true to my knowledge, except to matters therein stated upon information and belief, and as to those matters I believe them to be true.


Martin Bowe

Sworn before me this 14
day of August, 2019


Notary Public

MARY A. SCHNEIDER
Notary Public, State of New York
Registration No. 01SC6280761
County of Queens
My Commission Expires May 13, 2021

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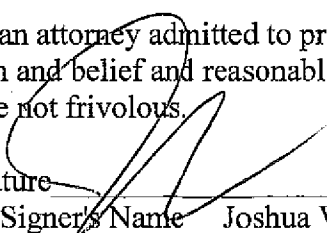
Defendants.

SUMMONS AND VERIFIED COMPLAINT

The Law Office of
Joshua W. Skillman
ATTORNEYS FOR PLAINTIFF
111 John Street, Suite 1050
New York, New York 10038
212-785-0808

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certifies that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: August 13, 2019

Signature 
Print Signer's Name Joshua W. Skillman